IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF OKLAHOMA

1. UNITED STATES OF AMERICA, Plaintiff,))
v.) CIV-20-174-PRW
 JEREMY LYNN GEIS, KAELEY BREZE-ANN COFFEY-GEIS, WANDA F. MEYERS, individually, and as TRUSTEE of the WANDA F. MEYERS TRUST, FORD MOTOR CREDIT, LLC., WESTERN EQUIPMENT, DISCOVER CARD, ENGLAND FORD,)))))))))))))
8. KIOWA COUNTY TREASURER, 9. KIOWA COUNTY BOARD OF COUNTY COMMISSIONERS, Defendant(s).)))

COMPLAINT FOR FORECLOSURE

1. Jurisdiction depends upon 28 U.S.C. § 1345.

First Claim for Relief

- 2. The Plaintiff, United States of America, ex rel. Farm Service Agency ("FSA"), United Stated Department of Agriculture, holds: promissory notes, mortgages, financing statements, and security agreements, attached hereto as Exhibits 1-10 incorporated herein and made a part hereof, executed by Defendants Jeremy Lynn Geis and Kaeley Breze-Ann Coffey Geis.
- 3. Defendant Jeremy Lynn Geis defaulted on payments of said promissory notes, mortgages, financing statement, and security agreements, as set forth below. Therefore,

plaintiff is entitled to judgment on the stated and attached security documents as stated here:

Principal	\$172,217.72
Accrued interest as of August 2, 2019	
Amount due as of August 2, 2019	\$181,519.81

plus accruing interest on the principal at the rate of \$5.8978 *per diem* from August 2, 2019 until the date of judgment.

4. Legal description of the mortgaged premises:

SURFACE RIGHTS ONLY IN AND TO: THE SW/4 OF THE SW/4 OF THE NW/4 OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 15 W.I.M., KIOWA COUNTY, OKLAHOMA

- 5. Defendant Wanda F. Meyers, individually, and as Trustee of the Wanda F. Meyers Trust, may claim some right title or interest in the mortgaged premises, but such interests are inferior and subordinate to the mortgage lien of plaintiff.
- 6. Defendant Ford Motor Credit, LLC may claim some right title or interest in the mortgaged premises, but such interests are inferior and subordinate to the mortgage lien of plaintiff.
- 7. Defendant Western Equipment may claim some right title or interest in the mortgaged premises, but such interests are inferior and subordinate to the mortgage lien of plaintiff.
- 8. Defendant Discovery Card may claim some right title or interest in the mortgaged premises as a result of a liens on the chattel, but such interests are inferior and subordinate to the mortgage lien of plaintiff.
 - 9. Defendant England Ford may claim some right title or interest in the mortgaged

premises as a result of a liens on the chattel, but such interests are inferior and subordinate to the mortgage lien of plaintiff.

- 10. Defendants Kiowa County Treasurer and Kiowa County Board of County Commissioners as a result of personal property taxes, may claim some right title or interest in the mortgaged premises, but such interests are inferior and subordinate to the mortgage lien of plaintiff.
- 10. Defendant Kaeley Breze-Ann Coffey Geis may claim some right title or interest in the mortgaged premises, but such interests are inferior and subordinate to the mortgage lien of plaintiff.

WHEREFORE, plaintiff prays for judgment against Defendant Jeremy Lynn Geis in the sum of \$181,519.81 as of August 2, 2019, together with accruing interest at the rate of \$5.8978 per diem from August 2, 2019 to the date of judgment, and for foreclosure of its mortgage lien, and its first lien priority against all defendants and sale of the mortgaged premises pursuant to judgment. **Plaintiff elects to sell this property with appraisal.**

Second Claim for Relief

1. Defendant Jeremy Lynn Geis defaulted on promissory notes, security agreements, and financing statements, and motor vehicle liens, attached hereto as Exhibits 1-10, incorporated herein and made a part hereof. Plaintiff is entitled to judgment for the amount due on the notes and/or agreements, for the sum of \$181,519.81, which includes taxes paid, costs, advances, accrued interest, etc., as of August 2, 2019, plus accruing interest on the stated amount due at the rate of \$5.8978 *per diem*, advances expenses, late charges and costs.

- 2. Plaintiff is entitled to foreclosure of its chattel mortgage liens and sale of the mortgaged chattels in partial satisfaction of the notes and/or agreements and said debt owing on the same.
 - 3. The following is a list of the financed chattel:

EQUIPMENT

Q ty	Collateral	Manufacturer	Size/Year	Serial No.
1	Trailer-gooseneck	W&W	6.8 X 32/ 2008	11W5S32334W279974
1	Trailer	Neckover	6.8 X 20/ 1991	OL2072631019749
1	Stock Trailer	Shopmade	6 x18	
1	Flat Trailer - gooseneck	Holden	8 X 40/ 1991	12HG24821NS063735
2	Creep Feeders	Baker		
1	Welder w/ trailer rig	Miller	250/ 2009	LG089230
1	4-wheeler	Artie Cat	500/ 2005	4UF04ATV247242383
1	Tractor	Versatile	Model 936	SN-27042
1	Trailer	Circle M	2013	1C9GS32270A634022
1	Pickup	Chevrolet	2003	
1	Combine	John Deere	Model 7720	

LIVESTOCK AND CROPS

Q ty	KIND	BREED	COLOR	WEIGHT/AGE
15	Calves	Mixed	Mixed	250 lbs
1	Bull	Angus	Black	
26	Cows	Mixed	Mixed	

4. Defendant Ford Motor Credit, LLC may claim some right title or interest in the

mortgaged equipment, as a result of a liens on the chattel, but such interests are inferior

and subordinate to the mortgage lien of plaintiff.

5. Defendant Western Equipment may claim some right title or interest in the

mortgaged equipment, as a result of a liens on the chattel, but such interests are inferior

and subordinate to the mortgage lien of plaintiff.

6. Defendant Discovery Card may claim some right title or interest in the mortgaged

equipment, as a result of a liens on the chattel, but such interests are inferior and

subordinate to the mortgage lien of plaintiff.

WHEREFORE, plaintiff prays for judgment in rem and in personem against Defendant

Jeremy Lynn Geis in the sum of \$181,519.81 as of August 2, 2019, together with accruing

interest at the rate of \$5.8978 per diem from August 2, 2019 to the date of judgment; and

for foreclosure of its mortgage liens and security agreements, determination of its first lien

priority against all defendants and sale of the chattels, equipment, cattle and vehicles

pursuant to judgment.

TIMOTHY J. DOWNING U.S. ATTORNEY

s/KAY SEWELL

KAY SEWELL, OBA 10778

Assistant U.S. Attorney

210 Park Avenue, Suite 400

Oklahoma City, OK 73102

(405) 553-8807 phone / 553-8885 fax

Kay.Sewell@usdoj.gov

5

Case 5:20-cv-00174-PRW Document 1-1 Filed 02/27/20 Page 1 of 6 Exhibit 1

Form Approved - OMB No. 0560-0237

This form is available electronically.			ct and Paperwork Reduction Act Statements.)
FSA-2026		MENT OF AGRICULTURE n Service Agency	Position 2
(12-05-12)			
	PROM	IISSORY NOTE	
1. Name JEREMY LYNN GEIS		2. State OKLAHOMA	3. County KIOWA
4. Case Number 42-38-400007847	5. Fund Code 44	6. Loan Number 01	7. Date 04/02/2013
8. TYPE OF ASSISTANCE		9. ACTION REQUIRING PROMISSO	DRY NOTE:
OL		☐ Initial loan ☐ Conser	vation easement Deferred payments
		Consolidation Resche	eduling Debt write down
		Subsequent loan Reamo	rtization
United States of America, action assigns, at its office in (a)	ng through the Farm Service A	Agency, United States Department of or at such othe	ly promise to pay to the order of the of Agriculture ("Government"), or its or place as the Government may later
designate in writing, the princi	*	D SEVENTY-FIVE THOUSAND AND 175,000.00	, plus interest on
the unpaid principal balance at			, plus interest on
		r a Limited Resource loan (indicate	d in Itam 9) the Government may
1	, .		
		h its regulations, by giving the borre	
•		w interest rate shall not exceed the	highest rate established in the
Government's regulations for t	he type of loan indicated in Ite	em 8.	
11. Principal and interest shal	l be paid in (a) SEVEN (7)		
installments as indicated belo	w, except as modified by a dif	ferent rate of interest on or before t	he following dates:
(b) Installment amount	(c) Due Date	(b) Installment amount	(c) Due Date
\$ 9,821.00	04/02/14	\$ 9,821.00	04/02/15
\$ 9,821.00	04/02/16	\$ 9,821.00	04/02/17
\$ 9,821.00	04/02/18	\$ 9,821.00	04/02/19
\$ 127,971.00	04/02/20	\$	
1 (7) ф	(lance 0 and the (a) mmm	of each (A) v	TAD until the
and (d) \$ 9,821.00	thereafter on the (e) APRI		
• •	-	allment of the entire indebtedness e	
paid, shall be due and payable			ote, and except that prepayments may
of payments.	he consideration for this note	shall also support any agreement m	lodifying the foregoing schedule
12. If the total amount of the l	approved by the Government	e of loan closing, the loan funds shat. Approval by the Government will erest shall accrue on the amount of e	l be given, provided the advance is

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Sec

Initial <u>346</u> Date <u>4-2-13</u>

disbursed.

FSA-2026 (12-05-12) Page 2 of 3

- 13. Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by the Borrower to the Government without demand.
- 14. Every payment made on any indebtedness evidenced by this note shall be applied according to priorities set in 7 CFR Part 765, or any successor regulation.
- 15. Prepayment of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of the Borrower to pay the remaining installments as scheduled in this note.
- 16. Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, the Borrower will operate such property as a farm.
- 17. If "Debt Write Down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in Item 9, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of, the unpaid principal and interest on the following described notes or assumption agreements under new terms:

(a) FUND CODE/ LOAN NO.	(b) FACE AMOUNT	(c) INTEREST RATE	(d) DATE <i>(MM-DD-YYYY)</i>	(e) ORIGINAL BORROWER	(f) LAST INSTALL. DUE (MM-DD-YYYY)
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			

- 18. Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidation, write down, rescheduling, or reamortization. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.
- 19. If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, the Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a nonprogram loan or a Conservation Loan.

FSA-2026 (12-05-12) Page 3 of 3

20. The Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 CFR Part 1940, subpart G, Exhibit M, or any successor regulation.

- 21. Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute DEFAULT under this and any other instrument evidencing a debt of the Borrower owing to the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. Upon such default, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.
- 22. This note is given as evidence of a loan to the Borrower made by the Government pursuant to the Consolidated Farm and Rural Development Act and for the type of loan as indicated in Item 8. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.
- 23. Presentment, protest, and notice are waived.

Signature(s) As Described In State Supplement:

JEREMY LYNN GEIS ROUTE 1 BOX 47

MOUNTAIN VIEW, OK 73062

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 <u>et. seq.</u>). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0237. The time required to complete this information collection is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the

and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

collection of information. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

Case 5:20-cv-00174-PRW Document 1-1 Filed 02/27/20 Page 4 of 6

Form Approved - OMB No. 0560-0237 (See Page 3 for Privacy Act and Paperwork Reduction Act Statements.)

This form is available electronical	ly.	(See Page 3	for Privacy Act a	nd Paperwork	Reduction Act Statements.)
FSA-2026 (12-05-12)		RTMENT OF AGRICULTUR Farm Service Agency	E		Position 2
	PRO	OMISSORY NOTE			
1. Name JEREMY LYNN GEIS		2. State OKLAHOMA		3. County KIOWA	
4. Case Number	5. Fund Code	6. Loan Number	,	7. Date	
42 -3 8 - China 784 7	44	02			04/02/2013
8. TYPE OF ASSISTANCE		9. ACTION REQUIRIN	IG PROMISSORY	NOTE:	
OL		☐ Initial loan	Conservati	on easement	Deferred payments
		Consolidation	Reschedul	ing	Debt write down
		Subsequent loan	Reamortiza	ation	
10 FOR VALUE RECEIV	ED, the undersigned borrower	r and any cosioners jointly	and severally t	romise to na	y to the order of the
	cting through the Farm Service				
assigns, at its office in (a)	HOBART, OKLAHOMA 736				overnment may later
	ncipal sum of (b) TWENTY SI	.,	F		- · · · · · · · · · · · · · · · · · · ·
	* · · · · · · · · · · · · · · · · · · ·	(\$ 27,000.00			, plus interest on
the unpaid principal balance	at the RATE of (d) ONE AN	`			
percent (e) 1.25000	%) per annum. If this note is		oan (indicated in	1 Item 8) the	Government may
· · · · · · · · · · · · · · · · · · ·	FINTEREST in accordance v		· ·	· ·	•
	ver's last known address. The	•	_		· · ·
•	or the type of loan indicated in				
_	• •				
11. Principal and interest sl				Fallanda da	
	elow, except as modified by a				
(b) Installment amount	(c) Due Date		nent amount		(c) Due Date
\$ 4,053.00	04/02/2014	\$ 4,053.00			04/02/2015
\$ 4,053.00	04/02/2016	\$ 4,053.00			04/02/2017
\$ 4,053.00	04/02/2018	\$ 4,053.00		(04/02/2019
\$ 4,053.00	04/02/2020	\$			
	,				•
and (d) \$ 4,053.00	thereafter on the (e) API		of each (f) YEAR		until the
principal and interest are fu	lly paid except that the final ir	nstallment of the entire inc	debtedness evid	enced hereby	, if not sooner
paid, shall be due and payal	ole (g) SEVEN (7)	years from the d	ate of this note,	and except t	hat prepayments may
be made as provided below	The consideration for this no	ote shall also support any	agreement mod	ifying the for	egoing schedule
of payments.	a .				
requested by the borrower a	e loan is not advanced at the tand approved by the Governmonorized by the Government. I	ent. Approval by the Gov	ernment will be	given, prov	ided the advance is
familial status, parental status, religion, se all prohibited bases apply to all programs	A) prohibits discrimination in all of its progran exual orientation, political beliefs, genetic info .) Persons with disabilities who require altern a and TDD). To file a complaint of discrimina	rmation, reprisal, or because all or part native means for communication of prog	of an individual's incom gram information (Braille	e is derived from a , large print, audiot	ny public assistance program. (Not ape, etc.) should contact USDA's

Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136

(Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Initial <u>326</u> Date <u>4-2-13</u>

FSA-2026 (12-05-12)

Page 2 of 3

- 13. Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by the Borrower to the Government without demand.
- 14. Every payment made on any indebtedness evidenced by this note shall be applied according to priorities set in 7 CFR Part 765, or any successor regulation.
- 15. Prepayment of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of the Borrower to pay the remaining installments as scheduled in this note.
- 16. Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, the Borrower will operate such property as a farm.
- 17. If "Debt Write Down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in Item 9, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of, the unpaid principal and interest on the following described notes or assumption agreements under new terms:

(a) FUND CODE/ LOAN NO.	(b) FACE AMOUNT	(c) INTEREST RATE	(d) DATE <i>(MM-DD-YYYY)</i>	(e) ORIGINAL BORROWER	(f) LAST INSTALL. DUE (MM-DD-YYYY)
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			. *

- 18. Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidation, write down, rescheduling, or reamortization. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.
- 19. If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, the Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a nonprogram loan or a Conservation Loan.

FSA-2026 (12-05-12) Page 3 of 3

20. The Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 CFR Part 1940, subpart G, Exhibit M, or any successor regulation.

- 21. Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute DEFAULT under this and any other instrument evidencing a debt of the Borrower owing to the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. Upon such default, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.
- 22. This note is given as evidence of a loan to the Borrower made by the Government pursuant to the Consolidated Farm and Rural Development Act and for the type of loan as indicated in Item 8. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.
- 23. Presentment, protest, and notice are waived.

Signature(s) As Described In State Supplement:

TEREMY LYNK GEIS (BORROWER)

ROUTE 1 BOX 47

MOUNTAIN VIEW, OK 73062

NOTE:

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 et. seg.). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

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NGASE 520-00-00174-PRW Document 1-2	Eiled 02/27/20\ Page 1 of 9
PAID & TO TREC. #348 Keturn	o: FS th
MTG. TXFEE STO	804 W. 11
DEANNA (BEAMON) MILLER KLUWA CQUNTY TREASURER	Hobart, OK 73651
Mr Rames	Form Approved – OMB No. 0560-0237

FSA-2029 OK

DEPUTY

U. S. DEPARTMENT OF AGRICULTURE

Position 5

(See Page 6 for Privacy Act and Public Burden Statements)

(01-17-12)

Farm Service Agency

MORTGAGE FOR OKLAHOMA

THIS MORTGAGE ("instrument") is made on APRIL 2	, 20 <u>13</u> . The
mortgagor is JEREMY LYNN GEIS AND KAELEY BREZE-ANN COF	FEY GEIS, HUSBAND
AND WIFE ("Borrower") whose mailing address is	RR 2 BOX 147,
MOUNTAIN VIEW, OK 73062	. This instrument is given to the
United States of America through the Farm Service Agency, United States De	
("Government") located at 804 W. 11 TH , HOBART, OKLAHOMA 736	651
("Government") located at 804 W. 11 TH , HOBART, OKLAHOMA 736	

This instrument secures the following promissory notes, assumption agreements, and/or shared appreciation agreements (collectively called "note"), which have been executed or assumed by the Borrower unless otherwise noted, are payable to the Government, and authorize acceleration of the entire debt upon any default:

		Annual Rate	Due Date of
Date of Instrument	Principal Amount	of Interest	Final Installment
04/02/13	\$175,000.00	1.1250%	04/02/20
04/02/13	\$27,000.00.	1.2500%	04/02/20

(The interest rate for any limited resource farm ownership or limited resource operating loans secured by this instrument may be increased as provided in Government regulations and the note.)

By execution of this instrument, Borrower acknowledges receipt of all of the proceeds of the loan or loans evidenced by the above note.

This instrument secures to the Government: (1) payment of the note and all extensions, renewals, and modifications thereof; (2) recapture of any amount due under any Shared Appreciation Agreement entered into pursuant to 7 U.S.C. § 2001; (3) payment of all advances and expenditures, with interest, made by the Government; and (4) the obligations and covenants of Borrower set forth in this instrument, the note, and any other loan agreements.

In consideration of any loan made by the Government under the Consolidated Farm and Rural Development Act, 7 U.S.C. § 1921 et seq. as evidenced by the note, Borrower irrevocably mortgages, grants and conveys to Government the following described property situated in the State of Oklahoma, County or Counties KIOWA

See attached Exhibit A for legal description.

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, fixtures, hereditaments, appurtenances, and improvements now or later attached thereto, the rents, issues and profits thereof, revenues and income therefrom, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, or condemnation of any part thereof or interest therein (collectively called "the property"). This instrument constitutes a security agreement and financing statement under the Uniform Commercial Code and creates a security interest in all items which may be deemed to be personal property, including but not limited to proceeds and accessions that are now or hereafter included in, affixed, or attached to "the property."

Initial <u>JL4</u> Date <u>4-1-13</u>

**ELL **L/-2-13

FSA-2029 OK (01-17-12) Page 1 of 6

I-2013-000574 Book 0782 Pg: 109 04/02/2013 10:50 am Pg 0109-0115 Fee: \$ 25.00 Doc: \$ 0.00 Gear Vatson - Kiowa County Clerk State of Oklahoma

MARC 5:20 AW-00174-
PAID \$ 1 6 TO REC.#345
MTG. TXFEE 8.00
DATE 43-13
DEANNA (BEAMON) MILLER KIUWA COUNTY TREASURER
MA BOX

DEPUTY

N Bocument 1-2 Filed 02/27/20 Page 2 of 9
Keturn 10: FS
804 W. 11
Hobart, OK 73651
Form Approved - OMB No. 0560-0237

(See Page 6 for Privacy Act and Public Burden Statements)

FSA-2029 OK

U. S. DEPARTMENT OF AGRICULTURE

Position 5

(01-17-12)

Farm Service Agency

MORTGAGE FOR OKLAHOMA

THIS MORTGA	GE ("instrument") is made on _API	RIL 2	, 20 <u>13</u> . The
mortgagor is JERI	MY LYNN GEIS AND KAELEY E	BREZE-ANN COFFEY GEIS,	HUSBAND
AND WIFE	("Borrower") whose ma	ailing address is RR 2 BOX	147,
MOUNTAIN VIEW,	OK 73062	. This instru	ment is given to the
	ica through the Farm Service Agency		griculture
("Government") loca	ed at 804 W. 11 TH , HOBART,	OKLAHOMA 73651	

This instrument secures the following promissory notes, assumption agreements, and/or shared appreciation agreements (collectively called "note"), which have been executed or assumed by the Borrower unless otherwise noted, are payable to the Government, and authorize acceleration of the entire debt upon any default:

		Annual Rate	Due Date of
Date of Instrument	Principal Amount	of Interest	Final Installment
04/02/13	\$175,000.00	1.1250%	04/02/20
04/02/13	\$27,000.00.	1.2500%	04/02/20

(The interest rate for any limited resource farm ownership or limited resource operating loans secured by this instrument may be increased as provided in Government regulations and the note.)

By execution of this instrument, Borrower acknowledges receipt of all of the proceeds of the loan or loans evidenced by the above note.

This instrument secures to the Government: (1) payment of the note and all extensions, renewals, and modifications thereof; (2) recapture of any amount due under any Shared Appreciation Agreement entered into pursuant to 7 U.S.C. § 2001; (3) payment of all advances and expenditures, with interest, made by the Government; and (4) the obligations and covenants of Borrower set forth in this instrument, the note, and any other loan agreements.

In consideration of any loan made by the Government under the Consolidated Farm and Rural Development Act, 7 U.S.C. § 1921 et seq. as evidenced by the note, Borrower irrevocably mortgages, grants and conveys to Government the following described property situated in the State of Oklahoma, County or Counties KIOWA

See attached Exhibit A for legal description.

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, fixtures, hereditaments, appurtenances, and improvements now or later attached thereto, the rents, issues and profits thereof, revenues and income therefrom, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, or condemnation of any part thereof or interest therein (collectively called "the property"). This instrument constitutes a security agreement and financing statement under the Uniform Commercial Code and creates a security interest in all items which may be deemed to be personal property, including but not limited to proceeds and accessions that are now or hereafter included in, affixed, or attached to "the property."

Initial <u>JL4</u> Date <u>4-1-13</u>

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Borrower COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record. Borrower warrants and will defend the title to the property against all claims and demands, subject to any encumbrances of record.

This instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform mortgage covering real property

UNIFORM COVENANTS. Borrower COVENANTS AND AGREES as follows:

- 1. Payment. Borrower shall pay promptly when due any indebtedness to the Government secured by this instrument.
- 2. Fees. Borrower shall pay to the Government such fees and other charges that may now or later be required by Government regulations.
- 3. Application of payments. Unless applicable law or Government's regulations provide otherwise all payments received by the Government shall be applied in the following order of priority: (a) to advances made under this instrument; (b) to accrued interest due under the note; (c) to principal due under the note; (d) to late charges and other fees and charges.
- 4. Taxes, liens, etc. Borrower shall pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.
- Assignment. Borrower grants and assigns as additional security all the right, title and interest in: (a) the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking by eminent domain or otherwise of any part of the property, or for conveyance in lieu of condemnation; (b) all bonuses rentals, royalties, damages, delay rentals and income that may be due or become due and payable to the Borrower or Borrower's assigns under any existing or future oil, gas, mining or mineral lease covering any portion of the property; and (c) all rents, issues, profits, income and receipts from the property and from all existing or future leases, subleases, licenses, guaranties and any other agreements for the use and occupancy of any portion of the property, including any extensions, renewals, modifications or substitutions of such agreements. Borrower warrants the validity and enforceability of this assignment.

Borrower authorizes and directs payment of such money to the Government until the debt secured by this instrument is paid in full. Such money may, at the option of the Government, be applied on the debt whether due or not. The Government shall not be obligated to collect such money, but shall be responsible only for amounts received by the Government. In the event any item so assigned is determined to be personal property, this instrument will also be regarded as a security agreement.

Borrower will promptly provide the Government with copies of all existing and future leases. Borrower warrants that as of the date of executing this instrument no default exists under existing leases. Borrower agrees to maintain, and to require the tenants to comply with, the leases and any applicable law. Borrower will obtain the Government's written authorization before Borrower consents to sublet, modify, cancel, or otherwise alter the leases, or to assign, compromise, or encumber the leases or any future rents. Borrower will hold the Government harmless and indemnify the Government for any and all liability, loss or damage that the Government may incur as a consequence of this assignment.

- 6. **Insurance.** Borrower shall keep the property insured as required by and under insurance policies approved by the Government and, at its request, deliver such policies to the Government. If property is located in a designated flood hazard area, Borrower also shall keep property insured as required by 42 U.S.C. § 4001 et seq. and Government regulations. All insurance policies and renewals shall include a standard mortgagee clause.
- 7. Advances by Government. The Government may at any time pay any other amounts required by this instrument to be paid by Borrower and not paid by Borrower when due, as well as any cost for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. Advances shall include, but not be limited to, advances for payments of real property taxes, special assessments, prior liens, hazard insurance premiums, and costs of repair, maintenance, and improvements. All such advances shall bear interest at the same rate as the note which has the highest interest rate. All such advances, with interest, shall be immediately due and

Initial $\frac{J2C}{ACS}$ Date $\frac{4-2-13}{4-2-13}$

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Borrower COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record. Borrower warrants and will defend the title to the property against all claims and demands, subject to any encumbrances of record.

This instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform mortgage covering real property

UNIFORM COVENANTS. Borrower COVENANTS AND AGREES as follows:

- 1. Payment. Borrower shall pay promptly when due any indebtedness to the Government secured by this instrument.
- 2. Fees. Borrower shall pay to the Government such fees and other charges that may now or later be required by Government regulations.
- 3. Application of payments. Unless applicable law or Government's regulations provide otherwise all payments received by the Government shall be applied in the following order of priority: (a) to advances made under this instrument; (b) to accrued interest due under the note; (c) to principal due under the note; (d) to late charges and other fees and charges.
- 4. Taxes, liens, etc. Borrower shall pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.
- Assignment. Borrower grants and assigns as additional security all the right, title and interest in: (a) the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking by eminent domain or otherwise of any part of the property, or for conveyance in lieu of condemnation; (b) all bonuses rentals, royalties, damages, delay rentals and income that may be due or become due and payable to the Borrower or Borrower's assigns under any existing or future oil, gas, mining or mineral lease covering any portion of the property; and (c) all rents, issues, profits, income and receipts from the property and from all existing or future leases, subleases, licenses, guaranties and any other agreements for the use and occupancy of any portion of the property, including any extensions, renewals, modifications or substitutions of such agreements. Borrower warrants the validity and enforceability of this assignment.

Borrower authorizes and directs payment of such money to the Government until the debt secured by this instrument is paid in full. Such money may, at the option of the Government, be applied on the debt whether due or not. The Government shall not be obligated to collect such money, but shall be responsible only for amounts received by the Government. In the event any item so assigned is determined to be personal property, this instrument will also be regarded as a security agreement.

Borrower will promptly provide the Government with copies of all existing and future leases. Borrower warrants that as of the date of executing this instrument no default exists under existing leases. Borrower agrees to maintain, and to require the tenants to comply with, the leases and any applicable law. Borrower will obtain the Government's written authorization before Borrower consents to sublet, modify, cancel, or otherwise alter the leases, or to assign, compromise, or encumber the leases or any future rents. Borrower will hold the Government harmless and indemnify the Government for any and all liability, loss or damage that the Government may incur as a consequence of this assignment.

- 6. **Insurance.** Borrower shall keep the property insured as required by and under insurance policies approved by the Government and, at its request, deliver such policies to the Government. If property is located in a designated flood hazard area, Borrower also shall keep property insured as required by 42 U.S.C. § 4001 et seq. and Government regulations. All insurance policies and renewals shall include a standard mortgagee clause.
- 7. Advances by Government. The Government may at any time pay any other amounts required by this instrument to be paid by Borrower and not paid by Borrower when due, as well as any cost for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. Advances shall include, but not be limited to, advances for payments of real property taxes, special assessments, prior liens, hazard insurance premiums, and costs of repair, maintenance, and improvements. All such advances shall bear interest at the same rate as the note which has the highest interest rate. All such advances, with interest, shall be immediately due and

Initial $\frac{J2C}{ACS}$ Date $\frac{4-2-13}{4-2-13}$

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payable by Borrower to the Government without demand. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any secured debt to the Government, in any order the Government determines.

- 8. **Protection of lien.** Borrower shall pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and its priority and the enforcement or compliance with this instrument and the note. Such expenses include, but are not limited to: costs of evidence of title to, and survey of, the property, costs of recording this and other instruments; attorneys' fees, trustees' fees; court costs, and expenses of advertising, selling, and conveying the property.
- 9. **Authorized purposes.** Borrower shall use the loan evidenced by the note solely for purposes authorized by the Government.
- 10. Repair and operation of property. Borrower shall: (a) maintain improvements in good repair; (b) make repairs required by the Government; (c) comply with all farm conservation practices and farm management plans required by the Government; and (d) operate the property in a good and husbandlike manner. Borrower shall not (e) abandon the property; (f) cause or permit waste, lessening or impairment of the property; or (g) cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals without the written consent of the Government, except as necessary for ordinary domestic purposes.
- 11. **Legal compliance.** Borrower shall comply with all laws, ordinances, and regulations affecting the property.
- 12. **Transfer or encumbrance of property.** Except as provided by Government regulations, the Borrower shall not lease, assign, sell, transfer, or encumber, voluntarily or otherwise, any of the property without the written consent of the Government. The Government may grant consents, partial releases, subordinations, and satisfactions in accordance with Government regulations.
- 13. **Inspection.** At all reasonable times the Government may inspect the property to ascertain whether the covenants and agreements contained in this instrument are being performed.
- 14. Hazardous substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the property. The preceding sentence shall not apply to the presence, use, or storage on the property of small quantities of hazardous substances that are generally recognized to be appropriate to normal use and maintenance of the property. Borrower covenants that Borrower has made full disclosure of any such known, existing hazardous conditions affecting the property. Borrower shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any federal, state, or local environmental law or regulation. Borrower shall promptly give the Government written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations. As used in this paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means Federal laws and regulations and laws and regulations of the jurisdiction where the property is located that relate to health, safety or environmental protection.
- 15. Adjustment; release; waiver; forbearance. In accordance with Government regulations, the Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on the note, (d) release any party who is liable under the note from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all of this can and will be done without affecting the lien or the priority of this instrument or Borrower's liability to the Government for payment of the note secured by this instrument unless the Government provides otherwise in writing. HOWEVER, any forbearance by the Government whether once or often in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 16. **Graduation.** If the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and

Initial <u>JLG</u> Date <u>4-2-13</u> XCD 4-2-13

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periods of time, Borrower will, upon the Government's request, apply for and accept such a loan in sufficient amount to pay the note secured by this instrument and to pay for stock necessary to be purchased in a cooperative lending agency in connection with such loan.

- 17. Forfeiture. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in the Government's good faith judgment could result in forfeiture of the property or otherwise materially impair the lien created by this instrument or the Government's security interest. Borrower may cure such default by causing the action or proceeding to be dismissed with a ruling that precludes forfeiture of the Borrower's interest in the property or other material impairment of the lien created by this security instrument or the Government's security interest.
- 18. False statement. Borrower also shall be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to the Government (or failed to provide the Government with any material information) in connection with the loan evidenced by the note.
- 19. Cross collateralization. Default under this instrument shall constitute default under any other security instrument held by the Government and executed or assumed by Borrower. Default under any other such security instrument shall constitute default under this instrument.
- 20. **Highly erodible land; wetlands.** Any loan secured by this instrument will be in default if Borrower uses any loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 C.F.R. part 1940, subpart G, or any successor Government regulation.
- 21. Non-discrimination. If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, national origin, disability, familial status or age, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, national origin, disability, familial status or age.
- 22. Notices. Notices given under this instrument shall be sent by certified mail unless otherwise required by law. Such notices shall be addressed, unless and until some other address is designated in a notice, in the case of the Government to the State Executive Director of the Farm Service Agency at the mailing address shown above, and in the case of Borrower at the address shown in the Government's Finance Office records (which normally will be the same as the mailing address shown above).
- 23. Governing law; severability. This instrument shall be governed by Federal law. If any provision of this instrument or the note or its application to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this instrument or the note which can be given effect without the invalid provision or application. The provisions of this instrument are severable. This instrument shall be subject to the present regulations of the Government, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.
- 24. Successors and assigns; joint and several covenants. The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Government and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this instrument but does not execute the Note: (a) is co-signing this instrument only to mortgage, grant and convey that Borrower's interest in the property under this instrument; (b) is not personally obligated to pay the sums secured by this instrument; and (c) agrees that the Government and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this instrument or the note without that Borrower's consent.
- 25. No merger. If this instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the property, the leasehold and the fee title shall not merge unless the Government agrees to the merger in writing. If the property is conveyed to the Government, title shall not merge (unless the Government elects otherwise) and the lien provided under this instrument shall not be affected by such conveyance.
- 26. Time is of the essence. Time is of the essence in the Borrower's performance of all duties and obligations under this instrument.

Initial TLV Date 4-2-17

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State of Oklahoma

NON-UNIFORM COVENANTS. Borrower further COVENANTS AND AGREES as follows:

- 27. **Default; Government's Remedies upon Default.** Default occurs under this instrument if Borrower breaches any covenant, obligation or agreement contained in this instrument or in the note secured by this instrument. Upon default, the Government shall give notice of the default to Borrower prior to acceleration if required by applicable law. If the default is not cured, the Government, at its option, may: (a) accelerate the maturity of the note and declare immediately due and payable the entire amount unpaid under the note and any other indebtedness which is secured by this instrument; (b) for the account of Borrower, incur and pay reasonable expenses for the repair and maintenance of and take possession of, operate or rent the property; (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases; (d) foreclose this instrument and sell the property in accordance with the remedies provided in this instrument and under applicable federal or state law; and (e) enforce any and all other rights and remedies provided herein or by present or future law. Proceeding under this instrument, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
- 28. Application of foreclosure proceeds. The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with this instrument, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all other debt to the Government secured by this instrument, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other debt of Borrower to the Government and (f) any balance to Borrower. If the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to the Government, in the order prescribed above.
- 29. Waiver. Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property. (b) prohibiting maintenance of any action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.
- 30. Collection of Assigned Monies. Borrower agrees that the Government has the immediate right to collect and receive any and all monies covered under the assignment provided in paragraph 5 of this instrument. In the event that Borrower receives such monies directly, Borrower will immediately deliver such monies to Government with any necessary endorsements.
- 31. Entitlement to Abstracts. In the event that this mortgage is foreclosed or if the property is conveyed by Borrower to Government, Government shall be entitled to all abstracts and other evidences of title pertaining to the property. Upon demand by Government, Borrower agrees to immediately deliver such abstracts and other evidences of title to Government. The definition of "property" herein is amended to include such abstracts and other evidences of title.
- 32. Replacement and Corrected Documents. If any document material to this loan transaction is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of this loan transaction, upon request by the Government, Borrower will comply with the Government's request to execute, acknowledge, initial and deliver to the Government any and all documentation the Government deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s).
- 33. Additional Documents. Borrower shall, upon request by the Government, execute, acknowledge and deliver to the Government any and all additional documents, instruments and further assurances as may be necessary or proper in the Government's opinion, to effect the intent of this loan transaction or to provide the Government with the security required or contemplated for this loan transaction.
- 34. **Subrogation.** If any of the proceeds of the note or advances made under the note or this instrument are used to take up outstanding liens against all or any part of the property, the Government shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by the Government by assignment or are released by the holder thereof upon payment.

Initial <u>324</u> Date <u>4-2-13</u> 724 4-2-13

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35. Riders to this Instrument. If one or more riders are executed by Borrower and recorded together with this instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this instrument as if the riders were a part of this instrument. [Check applicable boxes Other (Specify) Extension of Lien Rider Refinancing Rider By signing below, Borrower accepts and agrees to the terms and covenants contained in this instrument and in any rider executed by Borrower and recorded with this instrument. (SEAL) (SEAL) (SEAL) (SEAL) **ACKNOWLEDGMENTS** STATE OF OKLAHOMA (Individual) **COUNTY OF** KIOWA , before me personally appeared On this day of APRIL, 2013 JEREMY LYNN GEIS AND KAELEY BREZE-ANN COFFEY GEIS to be known to me to be the same whose name is subscribed to the instrument, and acknowledged that (he or she) signed and delivered the instruments as (his or her)free and voluntary act, for the uses and purposes set forth. MARCIA M. ARD () My commission expires: 10/16/2016 Notary Public State of Oklahoma **NOTARY PUBLIC** The following is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The NOTE: authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 et. seq.). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies. Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0237. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant

Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-

free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or

(800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

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Exhibit A

Real Estate Mortgage JEREMY LYNN GEIS KAELEY BREZE-ANN COFFEY GEIS **APRIL 2, 2013**

Surface Rights Only In And To:

The SW/4 of the SW/4 of the NW/4 of Section 20, Township 5 North, Range 15 W.I.M., Kiowa County, Oklahoma.

This form is available electronically.

Form Approved - OMB No. 0560-0238 (See Page 7 for Privacy Act and Public Burden Statements).

FSA-2028 (09-03-10)	U.S. DEPARTMENT OF AGRICULTURE Farm Service Agency	Position 1
	SECURITY AGREEMENT	

, is made between the 1. THIS SECURITY AGREEMENT, dated (a) January 14 , 2014 United States of America acting through the U.S. Department of Agriculture, Farm Service Agency (Secured Party) and (b) JEREMY LYNN GEIS, KAELEY BREZE-ANN COFFEY GEIS

(Debtor), whose mailing address is (c) RR 2 BOX 147, MOUNTAIN VIEW, OK 73062-9645

2. BECAUSE Debtor is justly indebted to Secured Party as evidenced by one or more certain promissory notes or other instruments, and in the future may incur additional indebtedness to Secured Party which will also be evidenced by one or more promissory notes or other instruments, all of which are called "Note," which has been executed by Debtor, is payable to the order of Secured Party, and authorizes acceleration of the entire indebtedness at the option of Secured Party upon any default by Debtor; and

The Note evidences a loan to Debtor, and Secured Party at any time may assign the Note to any extent authorized by the Consolidated Farm and Rural Development Act or any other Act administered by Secured Party; and

It is the purpose and intent of this Security Agreement to secure prompt payment of the Note and the timely performance of all obligations and covenants contained in this Security Agreement; and

NOW THEREFORE, in consideration of said loans and (1) to secure the prompt payment of all existing and future indebtedness and liabilities of Debtor to Secured Party and of all renewals and extensions of such indebtedness and any additional loans or future advances to Debtor before or after made by Secured Party under the then existing provisions of the Consolidated Farm and Rural Development Act or any other Act administered by Secured Party all with interest; (2) in any event and at all times to secure the prompt payment of all advances and expenditures made by Secured Party, with interest, as described in this Security Agreement; and (3) the timely performance of every covenant and agreement of Debtor contained in this Security Agreement or in any supplementary agreement.

DEBTOR GRANTS to Secured Party a security interest in Debtor's interest in the following described collateral, including the proceeds and products thereof, accessions thereto, future advances and security acquired hereinafter (collateral); provided however the following description of specific items of collateral shall not in any way limit the collateral covered by this Security Agreement and the Secured Party's interest therein (a):

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(b) All crops, annual and perennial, and other plant or farm products now planted, growing or grown, or harvested or which are planted after this Security Agreement is signed or otherwise become growing or harvested crops or other plant products (1) within the one-year period or any longer period of years permissible under State law, or (2) at any time after this Security Agreement is signed if no fixed maximum period is prescribed by State law, including crops and plant products now planted, to be planted, growing or grown or harvested on the following described real estate:

(1) Farm or Other Real Estate Owner	(2) Approximate Number of Acres	(3) County and State	(4) Approximate Distance and Direction from Named Town or Other Description
Jeremy Geis	10	WASHITA, OK	SW4SW4NW4 20-5N-15W

Including all entitlements, benefits, and payments from all State and Federal farm programs; all crop indemnity payments; all payment intangibles arising from said crops and all general intangibles arising from said crops; and all allotments and quotas existing on or leased and transferred or to be leased and transferred to the above described farms as well as any proceeds derived from the conveyance or lease and transfer by the Debtor to any subsequent party.

Initial <u>56</u> Date <u>10-3-14</u>

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(c) All farm and other equipment (except small tools and small equipment such as hand tools, power lawn mowers and other items of like type unless described below), and inventory, now owned or hereafter acquired by Debtor, together with all replacements, substitutions, additions, and accessions thereto, including but not limited to the following which are located in the State(s) of (1)

Oklahoma

(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Line No.	Quantity	Kind	Manufacturer	Size and Type	Condition	Year	Serial or Model No.
1	1	Tractor	JD	4430	good		4430H064574R
2	1	Trailer - gooseneck	W&W	6.8 x 32	good	08	11W5S32334W279974
3	1	Trailer	Neckover	6.8 x 20	good	1991	OL2072631019749
4	1	Stock Trailer	Shpomade	6 x18	good		
5	1	Flat Trailer - gooseneck	Holden	8 x 40	good	1991	12HG24821NS063735
6	2	Creep Feeders	Baker		good		
7	1	welder/w trailer rig	Miller	250	good	2009	LG089230
8	1	4wheeler	Artic Cat	500	good	2005	4UF04ATV247242383
9	1	Tractor -skid steer	Skidsteer		Good	2008	T0032SK162209
10	1	Trailer	Circle M		Good	2013	1C9GS3227OA634022
11	1	Pickup	Chev.	pickup truck	good	03	

Including the following described fixtures which are affixed, or are to be affixed to real estate, as extracted collateral; or timber to be cut, all of which, together with the associated real estate, are more particularly described as follows:

Initial <u>56</u> Date <u>10-3-14</u>

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(d) All livestock (except livestock and poultry kept primarily for subsistence purposes), fish, bees, birds, furbearing animals, other animals produced or used for commercial purposes, other farm products, and supplies, now owned or hereafter acquired by Debtor, together with all increases, replacements, substitutions, and additions thereto, including but not limited to the following located in the State(s) of (1)

Oklahoma	

(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Line No.	Quantity	Kind-Sex	Breed	Color	Weight	Age	Brand or Other Identification
1	1	Cattle - Beef - Breeding Bulls	Angus	Black		1	
2	26	Cattle - Beef - Breeding Cows	mixed .	red		3-6	
3	23	Cattle - Beef - Calves	mixed	Blk, bwf, mixed		3-6y	

Initial <u>J6</u> Date <u>16-3-19</u>

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(e) All accounts, deposit accounts, goods, supplies, inventory, supporting obligations, investment property, certificates of title, payment intangibles, and general intangibles, including but not limited to the following:

3. DEBTOR WARRANTS, COVENANTS, AND AGREES THAT:

- (a) Debtor is the absolute and exclusive owner of the above-described collateral, and any marks or brands used to describe livestock are the holding brands and carry the title, although the livestock may have other marks or brands, and such collateral is free from all liens, encumbrances, security and other interests except (1) any existing liens, encumbrances, security or other interests in favor of Secured Party which shall remain in full force and effect; (2) any applicable landlord's statutory liens; and (3) other liens, encumbrances, security or other interests previously disclosed to Secured Party in the loan application, farm operating plan or other loan documents. Debtor will defend the collateral against the claims and demands of all other persons.
- (b) Statements contained in Debtor's loan application and related loan documents are true and correct and that Debtor's name, as stated in the loan application and in this Security Agreement, is Debtor's complete legal name; and Debtor will (1) use the loan funds for the purposes for which they were or are advanced; (2) comply with such farm operating plans as may be agreed upon from time to time by Debtor and Secured Party; (3) care for and maintain collateral in a good and husbandlike manner; (4) insure the collateral in such amounts and manner as may be required by Secured Party, and if Debtor fails to do so, Secured Party, at its option, may procure such insurance; (5) permit Secured Party to inspect the collateral at any reasonable time; (6) not abandon the collateral or encumber, conceal, remove, sell or otherwise dispose of it or of any interest in the collateral, or permit others to do so, without the prior written consent of Secured Party; (7) not permit the collateral to be levied upon, injured or destroyed, or its value to be impaired, except by using harvested crops in amounts necessary to care for livestock covered by this Security Agreement; and (8) maintain accurate records of the collateral, furnish Secured Party any requested information related to the collateral and allow Secured Party to inspect and copy all records relating to the collateral.
- (c) Debtor will pay promptly when due all (1) indebtedness evidenced by the Note and any indebtedness to Secured Party secured by this Security Agreement; (2) rents, taxes, insurance premiums, levies, assessments, liens, and other encumbrances, and costs of lien searches and maintenance and other charges now or later attaching to, levied on, or otherwise pertaining to the collateral or this security interest; (3) filing or recording fees for instruments necessary to perfect, continue, service, or terminate this security interest; and (4) fees and other charges now or later required by regulations of the Secured Party.
- (d) Secured Party is authorized to file financing statements describing the collateral, to file amendments to the financing statements and to file continuation statements.
- (e) Debtor will immediately notify Secured Party of any material change in the collateral or in the collateral's location; change in Debtor's name, address, or location; change in any warranty or representation in this Security Agreement; change that may affect this security interest or its perfection; and any event of default.
- (f) Secured Party may at any time pay any other amounts required in this instrument to be paid by Debtor and not paid when due, including any costs and expenses for the preservation or protection of the collateral or this security interest, as advances for the account of Debtor. All such advances shall bear interest at the rate borne by the Note which has the highest interest rate.
- (g) All advances by Secured Party as described in this Security Agreement, with interest, shall be immediately due and payable by Debtor to Secured Party without demand and shall be secured by this Security Agreement. No such advance by Secured Party shall relieve Debtor from breach of the covenant to pay. Any payment made by Debtor may be applied on the Note or any indebtedness to Secured Party secured hereby, in any order Secured Party determines.
- (h) In order to secure or better secure the above-mentioned obligations or indebtedness, Debtor agrees to execute any further documents, including additional security instruments on such real and personal property as Secured Party may require and to take any further actions reasonably requested by Secured Party to evidence or perfect the security interest granted herein or to effectuate the rights granted to Secured Party herein.

10-3-14 Date 10-3-14

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4. IT IS FURTHER AGREED THAT:

- (a) Until default, Debtor may retain possession of the collateral.
- (b) **Default** shall exist under this Security Agreement if Debtor fails to perform or discharge any obligation or to pay promptly any indebtedness secured by this Security Agreement or to observe or perform any covenants or agreements in this Security Agreement or in any supplementary agreement contained, or if any of Debtor's representations or warranties herein prove false or misleading, or upon the death or incompetency of the parties named as Debtor, or upon the bankruptcy or insolvency of any one of the parties named as Debtor. Default shall also exist if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands, as described in 7 CFR Part 1940, Subpart G, Exhibit M or any successor regulation. Upon any default:
 - (1) Secured Party, at its option, with or without notice as permitted by law may (a) declare the unpaid balance on the Note and any indebtedness secured by this Security Agreement immediately due and payable; (b) enter upon the premises and cultivate and harvest crops, take possession of, repair, improve, use, and operate the collateral or make equipment usable, for the purpose of protecting or preserving the collateral or this lien, or preparing or processing the collateral for sale, and (c) exercise any sale or other rights accorded by law. Secured Party may disclaim all warranties relating to title, possession, quiet enjoyment, merchantability, fitness or the like in any disposition of the collateral;
 - (2) Debtor (a) agrees to assemble the collateral and make it available to Secured Party at such times and places as designated by Secured Party; and (b) waives all notices, exemptions, compulsory disposition and redemption rights;
 - (3) A default shall exist under any other security instrument held by Secured Party and executed or assumed by Debtor on real or personal property. Likewise, default under such other security instrument shall constitute default under this Security Agreement.
- (c) Proceeds from disposition of collateral shall be applied first on expenses of retaking, holding, preparing for sale, processing, selling and the like and for payment of reasonable attorneys' fees and legal expenses incurred by Secured Party, second to the satisfaction of prior security interests or liens to the extent required by law and in accordance with current regulations of the Secured Party, third to the satisfaction of indebtedness secured by this Security Agreement, fourth to the satisfaction of subordinate security interests to the extent required by law, fifth to any obligations of Debtor owing to Secured Party and sixth to Debtor. Any proceeds collected under insurance policies shall be applied first on advances and expenditures made by Secured Party, with interest, as provided above, second on the debt evidenced by the Note, unless Secured Party consents in writing to their use by Debtor under Secured Party's direction for repair or replacement of the collateral, third on any other obligation of Debtor owing to Secured Party, and any balance shall be paid to Debtor unless otherwise provided in the insurance policies. Debtor will be liable for any deficiency owed to Secured Party after such disposition of proceeds of the collateral and insurance.
- (d) It is the intent of Debtor and Secured Party that to the extent permitted by law and for the purpose of this Security Agreement, no collateral covered by this Security Agreement is or shall become realty or accessioned to other goods.
- (e) Debtor agrees that the Secured Party will not be bound by any present or future State exemption laws. Debtor expressly WAIVES the benefit of any such State laws.
- (f) Secured Party may comply with any applicable State or Federal law requirements in connection with the disposition of the collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the collateral.
- (g) This Security Agreement is subject to the present regulations of the Secured Party and to its future regulations not inconsistent with the express provisions of this Security Agreement.
- (h) If any provision of this Security Agreement is held invalid or unenforceable, it shall not affect any other provisions, but this Security Agreement shall be construed as if it had never contained such invalid or unenforceable provision.

Initial <u>J6</u> Date <u>163-14</u>

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- (i) The rights and privileges of Secured Party under this Security Agreement shall accrue to the benefit of its successors and assigns. All covenants, warranties, representations, and agreements of Debtor contained in this Security Agreement are joint and several and shall bind personal representatives, heirs, successors, and assigns.
- (j) If at any time it shall appear to Secured Party that Debtor may be able to obtain a loan from other credit sources, at reasonable rates and terms for loans for similar purposes and periods of time, Debtor will, upon Secured Party's request, apply for and accept such loan in sufficient amount to pay the Note and any indebtedness secured by this Security Agreement. Debtor will be responsible for any application fees or purchase of stock in connection with such loan. The provisions of this paragraph do not apply if the Note secured by this Security Agreement is for a Conservation Loan.
- (k) Failure of the Secured Party to exercise any right, whether once or often, shall not be construed as a waiver of any covenant or condition or of the breach of such covenant or condition. Such failure shall also not affect the exercise of such right without notice upon any subsequent breach of the same or any other covenant or condition.
- (I) SECURED PARTY HAS INFORMED DEBTOR THAT DISPOSAL OF PROPERTY COVERED BY THIS SECURITY AGREEMENT WITHOUT THE CONSENT OF SECURED PARTY, OR MAKING ANY FALSE STATEMENT IN THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT, MAY CONSTITUTE A VIOLATION OF FEDERAL CRIMINAL LAW.

5. CERTIFICATION

I certify that the information provided is true, complete and correct to the best of my knowledge and is provided in good faith. (Warning: Section 1001 of Title 18, United States Code, provides for criminal penalties to those who provide false statements. If any information is found to be false or incomplete, such finding may be grounds for denial of the requested action.)

6A. M. A.	6B. (Date)) 0 ' } - / 4
HEREMY LYNN GEIS	
	(Date)
KARLEY BREZE-ANN COFFEY GEIS	•

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 et. seq.). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0238. The time required to complete this information collection is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

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This form is available electronically.

Form Approved - OMB No. 0560-0238 ... age 7 for Privacy Act and Public Burden Statements).

Position 1

FSA-2028

(09-03-10)

U.S. DEPARTMENT OF AGRICULTURE

Farm Service Agency

SECURITY AGREEMENT

	╛
is made between the United States	

1. THIS SECURITY AGREEMENT, dated (a) April 2, 2013 of America, acting through the U.S. Department of Agriculture, Farm Service Agency ((Secured Party) and (b)
JEREMY LYNN GEIS, KAELEY BREZE-ANN COFFEY GEIS	
(Debtor), whose mailing address is (c)	

2. BECAUSE Debtor is justly indebted to Secured Party as evidenced by one or more certain promissory notes or other instruments, and in the future may incur additional indebtedness to Secured Party which will also be evidenced by one or more promissory notes or other instruments, all of which are called "Note," which has been executed by Debtor, is payable to the order of Secured Party, and authorizes acceleration of the entire indebtedness at the option of Secured Party upon any default by Debtor; and

The Note evidences a loan to Debtor, and Secured Party at any time may assign the Note to any extent authorized by the Consolidated Farm and Rural Development Act or any other Act administered by Secured Party; and

It is the purpose and intent of this Security Agreement to secure prompt payment of the Note and the timely performance of all obligations and covenants contained in this Security Agreement; and

NOW THEREFORE, in consideration of said loans and (1) to secure the prompt payment of all existing and future indebtedness and liabilities of Debtor to Secured Party and of all renewals and extensions of such indebtedness and any additional loans or future advances to Debtor before or after made by Secured Party under the then existing provisions of the Consolidated Farm and Rural Development Act or any other Act administered by Secured Party all with interest; (2) in any event and at all times to secure the prompt payment of all advances and expenditures made by Secured Party, with interest, as described in this Security Agreement; and (3) the timely performance of every covenant and agreement of Debtor contained in this Security Agreement or in any supplementary agreement.

DEBTOR GRANTS to Secured Party a security interest in Debtor's interest in the following described collateral, including the proceeds and products thereof, accessions thereto, future advances and security acquired hereinafter (collateral); provided however the following description of specific items of collateral shall not in any way limit the collateral covered by this Security Agreement and the Secured Party's interest therein (a):

Initial <u>714</u> Date <u>4-2-13</u> KTA 4-2-13

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(b) All crops, annual and perennial, and other plant or farm products now planted, growing or grown, or harvested or which are planted after this Security Agreement is signed or otherwise become growing or harvested crops or other plant products (1) within the one-year period or any longer period of years permissible under State law, or (2) at any time after this Security Agreement is signed if no fixed maximum period is prescribed by State law, including crops and plant products now planted, to be planted, growing or grown or harvested on the following described real estate:

(1) Farm or Other Real Estate Owner	(2) Approximate Number of Acres	(3) County and State	(4) Approximate Distance and Direction from Named Town or Other Description
Jeremy Geis	10	WASHITA, OK	SW4SW4NW4 20-5N-15W

Including all entitlements, benefits, and payments from all State and Federal farm programs; all crop indemnity payments; all payment intangibles arising from said crops and all general intangibles arising from said crops; and all allotments and quotas existing on or leased and transferred or to be leased and transferred to the above described farms as well as any proceeds derived from the conveyance or lease and transfer by the Debtor to any subsequent party.

Initial $\frac{3LC}{2C2}$ Date $\frac{4-2-13}{4-2-13}$

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(c) All farm and other equipment (except small tools and small equipment such as hand tools, power lawn mowers and other items of like type unless described below), and inventory, now owned or hereafter acquired by Debtor, together with all replacements, substitutions, additions, and accessions thereto, including but not limited to the following which are located in the State(s) of (1) Oklahoma:

(2) Line No.	(3) Quantity	(4) Kind	(5) Manufacturer	(6) Size and Type	(7) Condition	(8) Year	(9) Serial or Model No.
I	1	Tractor	1D	4430	good		4430H064574R
2	1	Trailer	W&W	6.8 x 32	good	08	11W5S32334W279974
3	1	Trailer	Neckover	6.8 x 20	good	1991	OL2072631019749
4	1	Stock Trailer	Shpomade	6 x18	good		
5	1	Flat Trailer	Holden	8 x 40	good	1991	12HG24821NS063735
6	2	Creep Feeders	Baker		good		
7	1	welder/w trailer rig	Miller	250	good	2009	LG089230
8	1	4wheeler	Artic Cat	500	good	2005	4UF04ATV247242383
9	1	Tractor	Skidsteer		Good	2008	T0032SK162209
10	1	Trailer	Circle M		Good	2013	1C9GS3227OA634022
11	1	Pickup	Dodge	2500	good	07	1D7HU182X8S579376
12	1	Pickup	Ford .	Iton w/ bale bed	good	2008	1FDWX37R08EE02090

⁽¹⁰⁾ Including the following described fixtures which are affixed, or are to be affixed to real estate, as extracted collateral; or timber to be cut, all of which, together with the associated real estate, are more particularly described as follows:

Initial <u>JLL</u> Date <u>4-2-13</u>

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(d) All livestock (except livestock and poultry kept primarily for subsistence purposes), fish, bees, birds, furbearing animals, other animals produced or used for commercial purposes, other farm products, and supplies, now owned or hereafter acquired by Debtor, together with all increases, replacements, substitutions, and additions thereto, including but not limited to the following located in the State(s) of (1) ___Oklahoma__:

(2) Line No.	(3) Quantity	(4) Kind or Sex	(5) Breed	(6) Color	(7) Weight	(8) Age	(9) Brand or Other Identification
1	5	Cattle - Beef - Beef Cattle-Raised	xbred	black	250	baby	
2	1	Cattle - Beef - Breeding Bulls	Angus	Black		3	
3	30	Cattle - Beef - Breeding Cows	Angus	Black		3	

Initial 9-16 Date 4-2-19

TEX 4-2-15)

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(e) All accounts, deposit accounts, goods, supplies, inventory, supporting obligations, investment property, certificates of title, payment intangibles, and general intangibles, including but not limited to the following:

3. DEBTOR WARRANTS, COVENANTS, AND AGREES THAT:

- (a) Debtor is the absolute and exclusive owner of the above-described collateral, and any marks or brands used to describe livestock are the holding brands and carry the title, although the livestock may have other marks or brands, and such collateral is free from all liens, encumbrances, security and other interests except (1) any existing liens, encumbrances, security or other interests in favor of Secured Party which shall remain in full force and effect; (2) any applicable landlord's statutory liens; and (3) other liens, encumbrances, security or other interests previously disclosed to Secured Party in the loan application, farm operating plan or other loan documents. Debtor will defend the collateral against the claims and demands of all other persons.
- (b) Statements contained in Debtor's loan application and related loan documents are true and correct and that Debtor's name, as stated in the loan application and in this Security Agreement, is Debtor's complete legal name; and Debtor will (1) use the loan funds for the purposes for which they were or are advanced; (2) comply with such farm operating plans as may be agreed upon from time to time by Debtor and Secured Party; (3) care for and maintain collateral in a good and husbandlike manner; (4) insure the collateral in such amounts and manner as may be required by Secured Party, and if Debtor fails to do so, Secured Party, at its option, may procure such insurance; (5) permit Secured Party to inspect the collateral at any reasonable time; (6) not abandon the collateral or encumber, conceal, remove, sell or otherwise dispose of it or of any interest in the collateral, or permit others to do so, without the prior written consent of Secured Party; (7) not permit the collateral to be levied upon, injured or destroyed, or its value to be impaired, except by using harvested crops in amounts necessary to care for livestock covered by this Security Agreement; and (8) maintain accurate records of the collateral, furnish Secured Party any requested information related to the collateral and allow Secured Party to inspect and copy all records relating to the collateral.
- (c) Debtor will pay promptly when due all (1) indebtedness evidenced by the Note and any indebtedness to Secured Party secured by this Security Agreement; (2) rents, taxes, insurance premiums, levies, assessments, liens, and other encumbrances, and costs of lien searches and maintenance and other charges now or later attaching to, levied on, or otherwise pertaining to the collateral or this security interest; (3) filing or recording fees for instruments necessary to perfect, continue, service, or terminate this security interest; and (4) fees and other charges now or later required by regulations of the Secured Party.
- (d) Secured Party is authorized to file financing statements describing the collateral, to file amendments to the financing statements and to file continuation statements.
- (e) Debtor will immediately notify Secured Party of any material change in the collateral or in the collateral's location; change in Debtor's name, address, or location; change in any warranty or representation in this Security Agreement; change that may affect this security interest or its perfection; and any event of default.
- (f) Secured Party may at any time pay any other amounts required in this instrument to be paid by Debtor and not paid when due, including any costs and expenses for the preservation or protection of the collateral or this security interest, as advances for the account of Debtor. All such advances shall bear interest at the rate borne by the Note which has the highest interest rate.
- (g) All advances by Secured Party as described in this Security Agreement, with interest, shall be immediately due and payable by Debtor to Secured Party without demand and shall be secured by this Security Agreement. No such advance by Secured Party shall relieve Debtor from breach of the covenant to pay. Any payment made by Debtor may be applied on the Note or any indebtedness to Secured Party secured hereby, in any order Secured Party determines.
- (h) In order to secure or better secure the above-mentioned obligations or indebtedness, Debtor agrees to execute any further documents, including additional security instruments on such real and personal property as Secured Party may require and to take any further actions reasonably requested by Secured Party to evidence or perfect the security interest granted herein or to effectuate the rights granted to Secured Party herein.

Initial $\frac{7LC}{KCM}$ Date $\frac{4-2-17}{4-2-13}$

4. IT IS FURTHER AGREED THAT:

- (a) Until default, Debtor may retain possession of the collateral.
- (b) **Default** shall exist under this Security Agreement if Debtor fails to perform or discharge any obligation or to pay promptly any indebtedness secured by this Security Agreement or to observe or perform any covenants or agreements in this Security Agreement or in any supplementary agreement contained, or if any of Debtor's representations or warranties herein prove false or misleading, or upon the death or incompetency of the parties named as Debtor, or upon the bankruptcy or insolvency of any one of the parties named as Debtor. Default shall also exist if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands, as described in 7 CFR Part 1940, Subpart G, Exhibit M or any successor regulation. Upon any default:
 - (1) Secured Party, at its option, with or without notice as permitted by law may (a) declare the unpaid balance on the Note and any indebtedness secured by this Security Agreement immediately due and payable; (b) enter upon the premises and cultivate and harvest crops, take possession of, repair, improve, use, and operate the collateral or make equipment usable, for the purpose of protecting or preserving the collateral or this lien, or preparing or processing the collateral for sale, and (c) exercise any sale or other rights accorded by law. Secured Party may disclaim all warranties relating to title, possession, quiet enjoyment, merchantability, fitness or the like in any disposition of the collateral;
 - (2) Debtor (a) agrees to assemble the collateral and make it available to Secured Party at such times and places as designated by Secured Party; and (b) waives all notices, exemptions, compulsory disposition and redemption rights;
 - (3) A default shall exist under any other security instrument held by Secured Party and executed or assumed by Debtor on real or personal property. Likewise, default under such other security instrument shall constitute default under this Security Agreement.
- (c) Proceeds from disposition of collateral shall be applied first on expenses of retaking, holding, preparing for sale, processing, selling and the like and for payment of reasonable attorneys' fees and legal expenses incurred by Secured Party, second to the satisfaction of prior security interests or liens to the extent required by law and in accordance with current regulations of the Secured Party, third to the satisfaction of indebtedness secured by this Security Agreement, fourth to the satisfaction of subordinate security interests to the extent required by law, fifth to any obligations of Debtor owing to Secured Party and sixth to Debtor. Any proceeds collected under insurance policies shall be applied first on advances and expenditures made by Secured Party, with interest, as provided above, second on the debt evidenced by the Note, unless Secured Party consents in writing to their use by Debtor under Secured Party's direction for repair or replacement of the collateral, third on any other obligation of Debtor owing to Secured Party, and any balance shall be paid to Debtor unless otherwise provided in the insurance policies. Debtor will be liable for any deficiency owed to Secured Party after such disposition of proceeds of the collateral and insurance.
- (d) It is the intent of Debtor and Secured Party that to the extent permitted by law and for the purpose of this Security Agreement, no collateral covered by this Security Agreement is or shall become realty or accessioned to other goods.
- (e) Debtor agrees that the Secured Party will not be bound by any present or future State exemption laws. Debtor expressly **WAIVES** the benefit of any such State laws.
- (f) Secured Party may comply with any applicable State or Federal law requirements in connection with the disposition of the collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the collateral.
- (g) This Security Agreement is subject to the present regulations of the Secured Party and to its future regulations not inconsistent with the express provisions of this Security Agreement.
- (h) If any provision of this Security Agreement is held invalid or unenforceable, it shall not affect any other provisions, but this Security Agreement shall be construed as if it had never contained such invalid or unenforceable provision.

Initial $\frac{JLL}{RCL}$ Date $\frac{4-2-13}{4-2-15}$

FSA-2028 (09-03-10)

Page 7 of 7

- (i) The rights and privileges of Secured Party under this Security Agreement shall accrue to the benefit of its successors and assigns. All covenants, warranties, representations, and agreements of Debtor contained in this Security Agreement are joint and several and shall bind personal representatives, heirs, successors, and assigns.
- (j) If at any time it shall appear to Secured Party that Debtor may be able to obtain a loan from other credit sources, at reasonable rates and terms for loans for similar purposes and periods of time, Debtor will, upon Secured Party's request, apply for and accept such loan in sufficient amount to pay the Note and any indebtedness secured by this Security Agreement. Debtor will be responsible for any application fees or purchase of stock in connection with such loan. The provisions of this paragraph do not apply if the Note secured by this Security Agreement is for a Conservation Loan.
- (k) Failure of the Secured Party to exercise any right, whether once or often, shall not be construed as a waiver of any covenant or condition or of the breach of such covenant or condition. Such failure shall also not affect the exercise of such right without notice upon any subsequent breach of the same or any other covenant or condition.
- (I) SECURED PARTY HAS INFORMED DEBTOR THAT DISPOSAL OF PROPERTY COVERED BY THIS SECURITY AGREEMENT WITHOUT THE CONSENT OF SECURED PARTY, OR MAKING ANY FALSE STATEMENT IN THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT, MAY CONSTITUTE A VIOLATION OF FEDERAL CRIMINAL LAW.

5. CERTIFICATION

I certify that the information provided is true, complete and correct to the best of my knowledge and is provided in good faith. (Warning: Section 1001 of Title 18, United States Code, provides for criminal penalties to those who provide false statements. If any information is found to be false or incomplete, such finding may be grounds for denial of the requested action.)

SA. WE CONTROL

Haby Breef Alm C

6B. (Date) 4-2-13

(Date) 4-2-13

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 et. seq.). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0238. The time required to complete this information collection is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

ACCOUNT STATUS

Borrower:	Jeremy Ly	nn Geis				Cas	se number:	42-	038-****2378	3		
							•					
Co-		•		•		_			0/0/0040			
Borrower:	NA					Cur	rent date:		8/2/2019			
												Amount
		Date					·					Ahead (A)
Loan	Loan	of		Principal	Interest		Unpaid		Unpaid		Daily	or
Code		note		Amount	Rate		Principal		Interest		ccrual	Behind (B)
*44-01	Type OL	04/02/13	\$	175,000.00		\$	148,797.94	\$	8,134.52		5.0958	\$38,776.11 (B)
44-01	OL	04/02/10	Ψ	170,000.00	1,20070	۳	110,707.101	Ι*		_		, , , , , , , , , , , , , , , , , , , ,
*44-02	OL	. 04/02/13	\$	27,000.00	1.250%	\$	19,427.96	\$	1,127.75	\$	0.6653	\$16,212.00 (B)
44-02	OL	, 04/02/10	Ψ	27,000.00	1.20070	Ψ_	10,121.00	Ι Ψ	.,,,_,,,_	<u> </u>		
44-98	Admin.	05/14/19	\$	2,691.82	1.250%	\$	2,691.82	\$	7.37	\$	0.0922	\$2,699.19 (B)
44-90	Aumin	03/14/13	Ψ	2,001.02	1.20070	Ψ	2,001102	ΙΨ		<u> </u>		, , , , , , , , , , , , , , , , , , ,
44-99	Admin.	08/03/17	\$	1,300.00	1.250%	\$	1,300.00	\$	32.45	\$	0.0445	\$1,332.45 (B)
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			-		-	-		+		t		
Total	1		 			\$	172,217.72	\$	9,302.09	\$	5.8978	

(Include and fully describe all rescheduled, reamortized, consolidated, debt set-aside, and deferred notes, and assumption agreements above. Staple any rescheduled notes, etc. to the active note. Example: 44-01 and 44-02 rescheduled and consolidated to 44-03.)

TOTAL PAYOFF: \$181,519.81

Form Number MV-21-A Revised June 2007



OKLAHOMA TAX COMMISSION MOTOR VEHICLE DIVISION POST OFFICE BOX 269061 OKLAHOMA CITY, OKLAHOMA 73126

LIEN ENTRY FORM

Debtor Nam	es and Address (Last i	Name First)	
GEIS, JER	EMY LYNN		
Name(s)			
ROUTE 2	BOX 147		
Address			
MOUNTAI	N VIEW, OK		
City, State			
73062			
Zip Code			
USA, FAR	M SERVICE AGEN	ICY	
Secured Par	ty Name		Assignee of Secured Party Name
804 WEST	ELEVENTH		
Address			Address
HOBART,	OK		
City, State			City, State
73651			
Zip Code			Zip Code
	THIS LIE	N ENTRY FORM COV	ERS THE FOLLOWING VEHICLE
2003	CHEV	4C	1GCHK29U43E172425
Year	Make	Body Type	Vehicle Identification Number (VIN/HIN)
	04/02/2013		440903087005C
	Date of Security Agre	ement	Original Oklahoma Title Number
\cap	140.01		·
Jane	t/feighteon	FLPT	07/02/2013
√ Se	cured ⁽ Party / Assignee	Signature	Date Executed

Lender must type and print four (4) identical copies of the Lien Entry Form. Type one Lien Entry Form for each vehicle, boat or outboard motor.

One (1) copy to the Oklahoma Tax Commission, one (1) copy to the motor license agent, one (1) copy to the secured party or assignee, one (1) copy attached to the title documents to be given to the debtor.

Notice to Debtor: Oklahoma law requires a new owner to title and register his/her vehicle and pay all taxes and fees due within 30 days of acquiring ownership.

Case 5:20-cv-00174-PRW Document 1-6 Filed 02/27/20 Page 2 of 2

OKLAHOMA TAX COMMISSION

LIEN RECEIPT

131833820A7642

PYMT TYPE: CHECK

VIN: 1GCHK29U43E172425 VEHYR: 2003

MAKE : CHEV MODEL: 2KH BODY: 4C

LIEN DATE: 07/02/2013

AGNT #: 3820

LIEN TIME: 02:05

DATE: 07/02/2013

REF#: 131833820A7642

LIEN FEE: 10.00

LIEN

DEBTOR: GEIS, JEREMY LYNN

USA, FARM SERVICE AGENCY

804 WEST ELEVENTH

HOBART

OK 73651

TOTAL:

10.00

COPY 3

OKLAHOMA TAX COMMISSION

LIEN HOLDERS RELEASE FORMS

131833820A7642

VIN: 1GCHK29U43E172425 VEHYR: 2003 MAKE: CHEV MODEL: 2KH BODY: 4C LIEN DATE: 07/02/2013 LIEN TIME: 02:05

AGNT #: 3820

LIEN DEBTOR: GEIS, JEREMY LYNN

RR 2 BOX 147

MOUNTAIN VIEW

OK 73062

LIEN HOLDER: USA, FARM SERVICE AGENCY

804 WEST ELEVENTH

HOBART

OK 73651

REF#: 131833820A7642

TO: OKLAHOMA TAX COMMISSION MOTOR VEHICLE DIVISION

P.O. BOX 269061

OKLAHOMA CITY OK 73126

TO WHOM IT MAY CONCERN: WE HAVE RELEASED OUR SECURITY INTEREST IN THE MOTOR VEHICLE DESCRIBED ABOVE, EFFECTIVE ON THE DATE WHICH APPEARS BY MY SIGNATURE. PLEASE REVISE YOUR RECORDS TO REFLECT THIS RELEASE.

SIGNATURE OF REPRESENTATIVE OF SECURED PARTY

v	DATE	
Λ		COPY

Kiowa County Treasurer

Welcome to our new site! We welcome your feedback.



Deanna Miller, Treasurer

Location of Treasurer's Office:

Email: kiowacodm@yahoo.com

 $316\ S$ Main PO Box 900 Hobart , OK, 73651

Phone: 580-726-2362 Fax: 580-726-2360

Search within results below:

Office Hours: Monday - Friday 08:00 AM - 04:00 PM

MORTGAGE TAX CALCULATOR

View By Owner Name

HOME

Select Search Order:	From Tax Year:	To Tax Year:	Search BUSINESS or Owner Name(Wildcard):	
View By Owner Name	2015	2018	A	Search
inter Last Name (required)	Enter First Name	(optional)	Search by First and Last Name:	Reset
Geis	Jeremy	4		<u> </u>
•		•		

٧	iew Hint						
		Show 10	∨ entries				First Previous 1 Next Last
	Year	Tax ID	Owner Name	Prop. ID	Туре	Base Tax	Total Due
	2018	14383	GEIS, JEREMY	0000-20-05N-15W-2- 003-00	Real Estate	362.00	PAID
	2017	14383	GEIS, JEREMY	0000-20-05N-15W-2- 003-00	Real Estate	435.00	PAID
	2016	14383	GEIS, JEREMY	0000-20-05N-15W-2- 003-00	Real Estate	469.00	PAID
remains	2015	14383	GEIS, JEREMY	0000-20-05N-15W-2- 003-00	Real Estate	622.00	PAID
	Sh	owing 1 to 4 of	4 entries (filtered fron	n 99,153 total entries)		Sho	w 10 🗸 entries

Taxroll Total | Home | State Map | View Mobile Site

Powered by TM Consulting, Inc.

First Previous 1 Next Last

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] JSCARBERRY 405-742-1130
B. SEND ACKNOWLEDGEMENT TO: (Name and Address)



20130402020318400 UC1 04/02/2013 02:00:44 PM

Book: Page:0 PageCount:1 Filing Fee:\$10.00 Doc. Tax:\$.00 State of Oklahoma County of Oklahoma Oklahoma County Clerk Carolynn Caudill

					THE ABOVE SE	PACE IS FO	R FILING OFFICE	JSE ONLY
1. E	EBTOR'S EXAC	Γ FULL LEGAL	NAME insert only one debt	tor name (1a or	1b) - do not abbreviate	or combi	ne names	
	1a. ORGANIZATION'S	NAME						
	1b. INDIVIDUAL'S LA: GEIS	ST NAME	300000000000000000000000000000000000000	FIRST NAME JEREMY		MIDDLE NA LYNN	ME	SUFFIX
	IAILING ADDRESS Box 147			CITY Mountain View		STATE OK	POSTAL CODE 73062	COUNTRY
1d. S	EE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e, TYPE OF ORGANIZATION	1f. JURISDICTI	ON OF ORGANIZATION	1g. ORGAN 0	IZATIONAL ID #, if any	
2. A	DDITIONAL DEB	TOR'S EXACT	FULL LEGAL NAME inser	t only one debto	r name (2a or 2b) - do	not abbre	viate or combine	names
	2a. ORGANIZATION'S	NAME						
	2b. INDIVIDUAL'S LAS GEIS	ST NAME		FIRST NAME KAELEY		MIDDLE NA BREZE-ANI		SUFFIX
	IAILING ADDRESS Box 147			CITY Mountain View		STATE OK	POSTAL CODE 73062	COUNTRY
2d. S	EE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTI	ON OF ORGANIZATION	2g. ORGAN 0	IZATIONAL ID #, if any	
3. S	ECURED PARTY	"S NAME (or N	IAME of TOTALASSIGNEE	of ASSIGNOR	S/P) insert only one se	ecured par	ty name (1a or 1b)
	3a. ORGANIZATION'S UNITED STATES OF		RVICE AGENCY					
	3b. INDIVIDUAL'S LAS	ST NAME		FIRST NAME		MIDDLE NA	ME	SUFFIX
	IAILING ADDRESS V. 11th			CITY Hobart		STATE OK	POSTAL CODE 73651	COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

All crops, livestock, farm products, equipment, certificates of title, goods, supplies, inventory, accounts, deposit accounts, supplies inventory, accounts, deposit accounts supporting obligations, payment intangibles, general intangibles, investment property, all entitlement benefits, and payments from all state and federal farm programs; and all proceeds, products, accessions, and security acquired hereafter. The security interest perfected secures a future advance clause and the security agreement contains an after-acquired property clause. Disposition of such collateral is not hereby authorized.

5.	ALTERNATIVE DESIGNATION [if applicable] LESSE/LESSOR	CONSIGNE	E/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG.LIEN	\int	NON-UCC	FILING
6.	THIS FINANCING STATEMENT is to be filled for record] (or recorded) REAL ESTATES RECORDS Attach Addendum [if ap		7. Check to REQU (s) [ADDITIONAL F	EST SEARCH REPOR EE]	T(S) on Debtor [optional]	All Debtors		Debtor 1	Debtor 2
8.	OPTIONAL FILER REFERENCE DATA								

20171027021097860 CN1

UCC FINANCING STATEMENT AMENDMENT

FOLI	OW INSTRUCTIONS	See		10/27/2017 03 Book: Page:0		17 PM
A. N. JSC	AME & PHONE OF CONTACT AT FILER [optional] ARBERRY 742-1130			PageCount:1 Filing Fee:\$10 Doc. Tax:\$.00		
B. E-	MAIL CONTACT AT FILER (optional)			State of Oklah County of Okl	oma laho	ma
C.S	END ACKNOWLEDGMENT TO: (Name and Address)			Oklahoma Co David B. Hoo	•	/ Clerk
4 - IN	ITTAL CIMANOMO CTATCHICATE CUE NUMBER			R FILING OFFICE U		
	ITIAL FINANCING STATEMENT FILE NUMBER 0402020318400	1bThis FINANCING STATI in the REAL ESTATE R	ECORDS.	NDMENT is to be filed [for reco	ord] (or recorded)
20130		Filer: attach Amendment Addend				····
2.	TERMINATION: Effectiveness of the Financing Statement identified above is termina				ation S	tatement.
3.	ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b and address for partial assignment, complete items 7 and 9 and also indicate al		signor in iterr	19.		
4.	CONTINUATION: Effectiveness of the Financing Statement identified above with rette additional period provided by applicable law.	respect to security interest(s) of Secured Pa	irty authorizin	g this Continuation Stat	ement	is continued for
5.	PARTY INFORMATION CHANGE: c one of the these two boxes: AND Check one of the					
	CHANGE name		e: Complete	item DELETE nan	ne: Give	e record name to
	Change affects Debtor or Secured Party of record item 6a or 6b and RRENT RECORD INFORMATION: Complete for Party Information Change-provide only or	nd item 7a or 7b and item 7c7a or 7b,	and item 7c	be deleted in	item 6	a or 6b.
0.00		one nametos or objuse exact, full hame,uo		iny or abbreviate any wo	na m u	te Debtor's name)
OR	6a, ORGANIZATION'S NAME					
		RST PERSONAL NAME REMY	ADDITIONAL LYNN	L NAME(S)/INITIAL(S)		SUFFIX
	ANGED OR ADDED INFORMATION:Complete for Assignment or Party information Char ebtor's name)	ange - provide only one name(7a or 7b)(use e	exact,full nam	ne;do not omit,modify, or	r abbre	viate any word of
OR	7a. ORGANIZATION'S NAME					· · · · · · · · · · · · · · · · · · ·
	7b. INDIVIDUAL'S SURNAME					
	FIRST PERSONAL NAME					
	ADDITIONAL NAME(S)/INITIAL(S) That are part of the name of this Debtor					SUFFIX
7c. M	AILING ADDRESS CITY	Y	STATE	POSTAL CODE	COUN	ITRY
8. C	DLLATERAL CHANGE; Also check one of these four boxes: ADD or indicate collateral:	collateral DELETE collateral DELETE	RESTATE co	overed collateral	ASSIG	SN collateral
good: entitle	ntinue the following financing statement original #20130402020318400 original filing dat s, supplies, inventory, accounts, deposit accounts, supplies inventory, accounts, deposit ement benefits, and payments from all state and federal farm programs; and all proceeds toe clause and the security agreement contains an after-acquired property clause. Dispo	t accounts supporting obligations, payment in ls, products, accessions, and security acquir	ntangibles, g ed hereafter.	eneral intangibles, inves	tment p	property, all
		·				
	AME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMEN s is an Amendment authorized by a DEBTOR, check here	NT: Provide only one name (9a or 9b)(provide name of authorizing DEBTOR	name of As	signor,if this is an As	signm	ent)
OR	9a. ORGANIZATION'S NAME UNITED STATES OF AMERICA FARM SERVICE AGENCY	Notice frame of admontaling DEDTOR		·		
υĸ	9b. INDIVIDUAL'S SURNAME FIR	RST PERSONAL NAME	ADDITIONAL	L NAME(S)/INITIAL(S)		SUFFIX
		_				•

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Book: Page:0 PageCount:1

UCC FINANCING STATEMENT

7. ALTERNATIVE DESIGNATION (if applicable): 8. OPTIONAL FILER REFERENCE DATA

FOLLOW INSTRUCTIONS

A. NA	ME & PHONE OF CONTACT AT FILER(optional) SPERITT 918-825-5643				Filing Fee:\$10 Doc. Tax:\$.00 State of Oklah County of Okl	oma
B. E-	MAIL CONTACT AT FILER (optional)			# 13 H	Oklahoma Co David B. Hoot	unty Clerk
C. SI	ND ACKNOWLEDGMENT TO: (Name and Address)		(
,			THE A	ABOVE SPACE IS	FOR FILING OFFICE	ÜSE ONLY
1. DE	BTOR'S NAME; Provide only one Debtor name (1a or 1b) (use	exact, full name; do not omit, mod	ify, or abbreviate any wo	ord of the Debtor's nan	ne).	
	1a. ORGANIZATION'S NAME			**	N	
OR	1b. INDIVIDUAL'S SURNAME GEIS	FIRST PERSO JEREMY	NAL NAME	ADDITIONAL LYNN	L NAME(S)/INITIAL(S)	SUFFIX
	L AILING ADDRESS BOX 147	CITY MOUNTAIN VI	EW	STATE	POSTAL CODE 73062	COUNTRY
2. D	EBTOR'S NAME; Provide only one Debtor name (2a or 2b) (use	exact, full name; do not omit, mod	dify, or abbreviate any w	ord of the Debtor's na	me).	
OR	2a. ORGANIZATION'S NAME	X .				
	2b. INDIVIDUAL'S SURNAME GEIS	FIRST PERSO FELISHA	DNAL NAME	ADDITIONA NICHOLE	L NAME(S)/INITIAL(S)	SUFFIX
	IAILING ADDRESS BOX 147	CITY MOUNTAIN V	EW	STATE OK	POSTAL CODE 73062	COUNTRY
3 51	ECURED PARTY'S NAME:(or NAME of ASSIGNEE of ASSIGNC	OR SECURED PARTY): Provide o	nly one Secured Party r	name (3a or 3b)		
OR	3a. ORGANIZATION'S NAME THE UNITED STATES OF AMERICA FARM SERVICE AGEN	X				
OK	3b. INDIVIDUAL'S SURNAME	FIRST PER	SONAL NAME	ADDITION	IAL NAME(S)/INITIAL(S)	SUFFIX
3c. l	MAILING ADDRESS N. GLENN ENGLISH	CITY		STATE OK	POSTAL CODE 73632	COUNTRY
	DLLATERAL: This FINANCING STATEMENT covers the followin	BOED ALL EADM FOLLOME	INT AND MACHINE	RY. All crops, lives:	tock, farm products, e	equipment, certificates of title
god	divided the supplies, inventory, accounts, deposit accounts, supplies, inventory, accounts, deposit accounts, supertitlements, benefits, and payments from all state and ures a future advance clause and the security agreements.	oporting obligations, payment	intangibles; general	intangibles, investn s. and security acqu	nent property, crop ins uired hereafter. The s	surance indemnity payments security interest perfected
5.0	heck only if applicable and check only one box: Collateral is	held in a Trust (see instruc	ctions)	being adm	inistered by a Decedent'	s Personal Representative
	Check only if applicable and check only one box:		<u> </u>			pplicable and check only one bo
	Public- Finance Transaction	Manufactured-Home Transact	ion A Debtor is	a Transmitting Utility	Agricultural	Lien Non-UCC Filing

Lessee/Lessor

Consignee/Consignor

Seller/Buyer

Bailee/Bailor

Licensee/Licensor

SOS/EFS-1 form 11/2009

EFS No. 201301107

Oklahoma Secretary of State Filed 04/03/2013 01:32 PM

EFS-1

Submit in triplicate with signatures in ink.

Oklahoma Effective Financing Statement

FILING FEE \$10- payable to Oklahoma Secretary of State Please read instructions before completing the form.

For Secretary of State Use Only

Section	<u>I</u> r Name, Address	,		2 Dalam Nama A U	
	S, JEREMY LYNN			2. Debtor Name, Address	
	2 BOX 147			COFFEY GEIS, KAELEY BREZE-ANN	
		00		RT. 2 BOX 147	
i i	JNTAIN VIEW, OK 730	62	•	MOUNTAIN VIEW, OK 73062	- 1
SSN/TIN Signatur	## Jy Jy			SSN/TIN COMPONED - 7162 Signature Backy Breeze Ann Coffey - Heis	_
SECUR	ED PARTY Name, Mailing Add	dress		3. Debtor Name, Address	
UNTE	D STATES OF AMERICA, FAR	M SERVICE	AGENCY		
804	WEST 11TH		1.		
HOE	BART, OK 73651	0/.	h/		
		M WAR	X	SSN/TIN Signature	
L	FARM LOAN MAN	IAGER	(\	- 1
Section	II PRODUCTS SUBJECT TO	A SECURI	TYMTER	FST Product Code Product Name and County Produced MIST L	
filled in.	II PRODUCTS SUBJECT TO See current Product and Cour	A SECURI	s. Crop year	EEST. Product Code, Product Name and County Produced MUST be and description are optional. See instructions. The secured party	e has
filled in.	II PRODUCTS SUBJECT TO See current Product and Cour	A SECURI ity code lists ind the proce	s. Crop year eds from the	ar and description are optional. See instructions. The secured party hase products while this Effective Financing Statement is active.	e has
an intere Product Code	II PRODUCTS SUBJECT TO See current Product and Courst in the farm products listed a Product Name	A SECURI	s. Crop year	at and description are optional. See instructions. The secured party	e has
an intere	II PRODUCTS SUBJECT TO See current Product and Cour st in the farm products listed a	A SECURI ty code lists nd the proce County	eds from the Crop	ar and description are optional. See instructions. The secured party hase products while this Effective Financing Statement is active.	e has
an intere Product Code	II PRODUCTS SUBJECT TO See current Product and Courst in the farm products listed a Product Name	A SECURI nty code lists nd the proce County Produced	eds from the Crop	ar and description are optional. See instructions. The secured party hase products while this Effective Financing Statement is active.	e has
an intere Product Code	II PRODUCTS SUBJECT TO See current Product and Courst in the farm products listed a Product Name	A SECURI nty code lists nd the proce County Produced	eds from the Crop	ar and description are optional. See instructions. The secured party hase products while this Effective Financing Statement is active.	e has
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EFS No. 201301107-C

Oklahoma Secretary of State Filed 11/1/2017 08:04 AM

EFS-2

Oklahoma Effective Financing Statement

Filed 11/1/2017 08:04 AM	This refers to EFS-1 201301107 Filed on 04/03/2013			
	Amendment Assignment Please select the action(s) required and fill out the form completely. Partial Release Termination			
For Secretary of State Use Only	FEE \$10 per action selected payable to Oklahoma Secretary of State Please read instructions before completing the form. Submit in triplicate with signatures in ink.			
Section I				
Debtor Name, Address Geis, Jeremy Lynn	2. Debtor Name, Address			
	Coffey Geis, Kaeley Breze-ANN			
Rt. 2 Box 147	Rt. 2 Box 147			
Mountain View, OK 73062	Mountain View, OK 73062			
SSN/TIN Signature	SSN/TIN COMPONIES -7162 Signature			
SECURED PARTY Name, Mailing Address United States of America, Farm Service Agency	3. Debtor Name, Address			
804 West 11th				
Hobart, OK 73651				
SSN/TIN 43-0951685-38 Authorized Signature Scalbur	SSN/TIN Signature			
ASSIGNEE SECURED PARTY Name, Mailing Address				
SSN/ TIN				
filled in. See current Product and County code lists. Crop y	EREST. Product Code, Product Name and County Produced MUST be ear and description are optional. See instructions. The secured party has these products while this Effective Financing Statement is active.			

Product Code

Product Name
County Produced Year

O01

Cattle & Calves
O0

Produced Year

Product Description

Product Description

Product Description

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF OKLAHOMA

1. UNITED STATES OF AMERICA,)
Plaintiff,)
)
v.) CIV-
)
1. JEREMY LYNN GEIS,)
2. KAELEY BREZE-ANN COFFEY-GEIS,)
3. WANDA F. MEYERS, individually, and as	
TRUSTEE of the WANDA F. MEYERS)
TRUST,	
4. FORD MOTOR CREDIT, LLC.,	
5. WESTERN EQUIPMENT,)
6. DISCOVER CARD,)
7. KIOWA COUNTY TREASURER,)
8. KIOWA COUNTY BOARD OF COUNTY)
COMMISSIONERS,)
Defendant(s).)
VERIFICATION OF	UNITED STATES
STATE OF OVI ALIOMA	
STATE OF OKLAHOMA)	
) SS:	
COUNTY OF JOHNSTON)	

- I, Clay Combes, Farm Loan Specialist, am familiar with the books and records of Farm Service Agency regarding the account of Defendant Jeremy Lynn Geis and do hereby state and verify, as follows:
- 1. I have examined Promissory Notes, Mortgage, and Statement of Account and have verified the accuracy of the amount owing to the United States.

- 2. That I have read the Complaint to be filed of record with this Court. I have knowledge of the facts and figures stated therein; and that I believe the statements of fact and figures set forth are true and correct.
 - 3. This account is now in default.

Dated: 2-14-2020

CLAY COMBES
Farm Loan Specialist

STATE OF OKLAHOMA)

SS

COUNTY OF JOHNSTON)

Before me on _______, personally appeared Clay Combes, known by me to be the identical person who executed this instrument and acknowledged to me that the same is true and correct.

Witness my hand and seal the day and year written above.

My Commission Expires:

2-8-2023

NAME OF NOTARY, Notary Public

Comm No: 07001370

RECEIVED FEB 2 1 2020 U.S. ATTY, WDOK

Print

Save As..

Case 5:20-cv-00174-PEWIP 06 UND 11-11-Filed 02/27/20 Page 1 of 1

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as

provided by local rules of court purpose of initiating the civil de	t. This form, approved by the ocket sheet. (SEE INSTRUC	he Judicial Conference of the TIONS ON NEXT PAGE OF THE	he United States in September 1 HIS FORM.)	974, is required for the use of	the Clerk of Court for the	
I. (a) PLAINTIFFS UNITED STATES OF AMERICA (b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)			DEFENDANTS 1. Jeremy Lynn Geis; 2. Kaeley Breze-Ann Coffey Geis; 3. Wanda F. Meyers, individually and as Trustee of the Wanda F. Meyers Trust; 4. Ford Motor Credit, LLC.; 5. Western Equipment; 6. Discover Card; 7. England Ford; 8. Kiowa Co Treasurer; 9. Kiowa County Board of County Commissioners; County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.			
						(c) Attorneys (Firm Name, Asy Sewell Assistant United States Attorney, OBA # 210 W. Park Ave, Suite 400 Oklahoma City, OK 73102 405-553-8807 405-553-8885-FAX
II. BASIS OF JURISDI	ICTION (Place an "X" in O	ne Box Only)	I. CITIZENSHIP OF P	RINCIPAL PARTIES	(Place an "X" in One Box for Plaintif	
■ 1 U.S. Government □ 3 Federal Question Plaintiff (U.S. Government Not a Party)			(For Diversity Cases Only) PTF DEF Citizen of This State D 1 D 1 Incorporated or Principal Place D 4 D 4 Of Business In This State			
☐ 2 U.S. Government Defendant			Citizen of Another State			
			Citizen or Subject of a Foreign Country	3	□ 6 □ 6	
IV. NATURE OF SUIT		nly) DRTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
□ 110 Insurance □ 120 Marine □ 130 Miller Act □ 140 Negotiable Instrument □ 150 Recovery of Overpayment & Enforcement of Judgment □ 151 Medicare Act □ 152 Recovery of Defaulted Student Loans (Excludes Veterans) □ 153 Recovery of Overpayment of Veteran's Benefits □ 160 Stockholders' Suits □ 190 Other Contract □ 195 Contract Product Liability □ 196 Franchise REAL PROPERTY □ 210 Land Condemnation 220 Foreclosure □ 230 Rent Lease & Ejectment □ 245 Tort Product Liability □ 290 All Other Real Property	PERSONAL INJURY □ 310 Airplane □ 315 Airplane Product Liability □ 320 Assault, Libel &	PERSONAL INJURY 365 Personal Injury - Product Liability 367 Health Care/ Pharmaceutical Personal Injury Product Liability 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage Product Liability PRISONER PETITIONS Habeas Corpus: 463 Alien Detainee 510 Motions to Vacate Sentence 530 General 535 Death Penalty Other:	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other	□ 422 Appeal 28 USC 158 □ 423 Withdrawal 28 USC 157 PROPERTY RIGHTS □ 820 Copyrights □ 830 Patent □ 840 Trademark SOCIAL SECURITY □ 862 Black Lung (923) □ 863 DIWC/DIWW (405(g)) □ 864 SSID Title XVI □ 865 RSI (405(g)) FEDERAL TAX SUITS □ 870 Taxes (U.S. Plaintiff or Defendant) □ 871 IRS—Third Party 26 USC 7609	□ 375 False Claims Act □ 400 State Reapportionment □ 410 Antitrust □ 430 Banks and Banking □ 450 Commerce □ 460 Deportation □ 470 Racketeer Influenced and □ Corrupt Organizations □ 480 Consumer Credit □ 490 Cable/Sat TV □ 850 Securities/Commodities/ □ Exchange □ 890 Other Statutory Actions □ 891 Agricultural Acts □ 893 Environmental Matters □ 895 Freedom of Information □ Act □ 896 Arbitration □ 899 Administrative Procedure □ Act/Review or Appeal of □ Agency Decision □ 950 Constitutionality of □ State Statutes	
	moved from 3 tte Court Cite the U.S. Civil Sta 28 U.S. C. & 1345	Appellate Court	Reinstated or S Transft Reopened Anothe (specify illing (Do not cite jurisdictional state)	er District Litigation		
VII. REQUESTED IN COMPLAINT:	IN		DEMAND \$ 181,519.81	· ·		
VIII. RELATED CASI IF ANY	E(S) (See instructions):	JUDGE		DOCKET NUMBER		
DATE 02/27/2020	signature of attorney of record /s/ Kay Sewell, AUSA, OBA #10778					
FOR OFFICE USE ONLY RECEIPT # AN	MOUNT	APPLYING IFP	IUDGE	MAG IIII	OGF	

Reset